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BellSouth Telecommunications, Inc. 7 AM S. 24

333 Commerce Street

Suite 2101 T.R.A. DOCKET ROOM Nashville, TN 37201-3300

guy hicks@bellsouth com

Guy M Hicks **General Counsel**

615 214 6301 Fax 615 214 7406

July 6, 2005

VIA HAND DELIVERY

Hon Ron Jones Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re:

Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications. Inc. and IDS Telcom, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No 05-00180

Dear Chairman Jones.

Pursuant to Section 252(e) of the Telecommunications Act of 1996, IDS Telcom, L L.C and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated February 5, 2003 The first Amendment adds a definition for Engineering Charges to the Agreement and the second Amendment replaces DUF rates in the Agreement

Thank you for your attention to this matter.

Sincerely yours,

Guy M Hicks

Angel Leiro, V-P Regulatory Affairs, IDS Telcom, L.L.C.

cc

BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re:

Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and IDS Telcom, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket	No.	r

PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND IDS TELCOM, L.L.C. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, IDS Telcom, L.L.C. ("IDS") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated February 5, 2003 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, IDS and BellSouth state the following:

- 1. IDS and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to IDS. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 17, 2003.
- 2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment adds a definition for Engineering Charges to the Agreement and the second Amendment replaces DUF rates in the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

- 3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, IDS and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.
- 4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and IDS within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.
- 5. IDS and BellSouth aver that the Amendments are consistent with the standards for approval.
- 6. Pursuant to Section 252(1) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

IDS and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This ______ day of _______, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By:

Guy M Hicks

333 Commerce Street, Suite 2101 Nashville, Tennessee 37201-3300 (615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of , 2005:

Angel Leiro V-P Regulatory Affairs IDS Telcom LLC 1525 N.W. 167th Street 2nd Floor Miami, FL

Guy M. Hicks

Amendment to the Agreement Between IDS Telcom, L L C And BellSouth Telecommunications, Inc Dated February 5, 2003

Pursuant to this Amendment, (the "Amendment"), IDS Telcom, L L C ("IDS Telcom"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 5, 2003 ("Agreement") to be binding upon the date of the last signature executing the Amendment

WHEREAS, BellSouth and IDS Telcom entered into the Agreeement on February 5, 2003, and

WHEREAS, BellSouth and IDS Telcom are amending the Agreement to set forth the criteria that will be utilized by IDS Telcom when disputing engineering charges/NONBI, NONB4 ("Engineering Charges"), and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to add the following section 2.4 to Attachment 7 of the Agreement
 - **2.4** <u>Disputing Engineering Charges</u>. In the event that IDS determines that it has disputes as to the accuracy of the engineering charges and accuracy of NONB1, or NONB4 charges billed by BellSouth, each of the disputes shall be delineated individually and include the following (i) the Q account, (ii) Bill Date, (iii) Telephone Number, (iv) Service Order Number, (v) Dollar Amount Billed, (vi) Dollar Amount Disputed, and (vii) Specific reason for disputing the charge
- 2 This Amendment shall be deemed effective September 1, 2004 ("Effective Date")
- 3 All of the other provisions of the Agreement shall remain in full force and effect
- 4 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Telecommunications Act of 1996 (47 U C S §252(e))

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

From-Swidler Berlin Shereff Friedman, LLP

IDS Telecom, LLC

Name: Kristen Rowc

By:

Title Director

By:

Name: Società C. 5

Date; 5/10/05

Date 5/10/05

Version: Engineering Charges-Exhibit F Amendment - Standard ICA 09/29/04

(CCCS Amendment 2 of 2)

Amendment to the Agreement Between IDS Telcom, L.L.C. and BellSouth Telecommunications, Inc. Dated February 5, 2003

Pursuant to this Amendment, (the "Amendment"), IDS Telcom, L L C (IDS Telcom), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 5, 2003 ("Agreement") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and IDS Telcom entered into the Agreement on February 5, 2003 and,

WHEREAS, BellSouth and IDS Telcom are amending the Agreement to reflect rates set forth in various Commission orders,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to delete and replace the rates in Exhibit A to Attachment 7 for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee with the rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
- 2. This Agreement shall be deemed effective October 1, 2004 ("Effective Date")
- 3 All of the other provisions of the Agreement, dated February 5, 2003 shall remain in full force and effect
- Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

General Terms and Conditions Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

From-Swidler Berlin Shereff Friedman, LLP

IDS Telcom, L.L.C.

Name: Kristen E. Rowe

Name:

Title: Director

Title:

Date:

Date:

Version 2Q04: 08/18/04

(CCCS Amondment 2 of 10)

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Version 3Q03 11/12/2003 Page 2 of 8

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Version 3Q03 11/12/2003